

AMENDMENT TO THE MASTER SERVICES AGREEMENT WITH WEBER SHANDWICK

This AMENDMENT TO THE MASTER SERVICES AGREEMENT ("Amendment") is made and entered into as of January 15, 2011 by and between the Commonwealth Health Insurance Connector Authority ("Authority"), with a principal place of business at 100 City Hall Plaza, Boston, MA 02108, and Weber Shandwick, with an office at 101 Main Street, Cambridge, MA 02142 ("Contractor") (collectively the "Parties").

WHEREAS, the Authority issued a Request for Proposals for Public Education, Strategic Outreach and Advertising Assistance on or about November 7, 2008, seeking responses from interested parties that would perform services for the Authority for a three-year term commencing January 2009; and

WHEREAS, the Contractor responded that it was willing and able to provide those Services and was selected by the Authority to provide those Services; and

WHEREAS, the Contractor and Authority entered into a Master Services Agreement ("Agreement") with an effective date of January 15, 2009, which expired on January 15, 2011; and

WHEREAS, the Authority wishes Contractor to continue to perform services during the three-year time period, as stated in the Request for Proposals, , and the Contractor agrees to perform those services;

NOW THEREFORE, the Parties hereby agree to amend the Agreement, as follows:

1. Paragraph 4 of the Agreement is amended by deleting the first sentence and replacing it with the following: "**Term of the Agreement:** This Agreement shall take effect as of the Effective Date set forth in the first paragraph of this Agreement, and shall remain in effect until January 15, 2012, or until the Contractor has completed all services specified in the attached work order(s), whichever is later, unless terminated soon under the provisions of Section 8(a)."
2. Attachment A is amended by adding "Work Order 03" in the form attached.
3. All other provisions of the Agreement shall remain in effect as originally written.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed as a document under seal.

COMMONWEALTH HEALTH INSURANCE CONNECTOR AUTHORITY

By: 

Name: Glen Shor

Title: Executive Director

Dated: 1/20/11

WEBER SHANDWICK

By: 

Name: Mark Sullivan

Title: SUP, Finance & Admin

Dated: 1-19-11

Work Order

This Work Order is subject to the terms and conditions of the Master Services Agreement (as may be amended from time to time, the "Agreement") dated January 15, 2011 between the Commonwealth Health Insurance Connector Authority ("Authority") and the Boston office of the contractor, Weber Shandwick ("Contractor"). Capitalized terms used and not otherwise defined in this Work Order shall have the meanings ascribed to such terms in the Agreement. In the event of any conflict between this Work Order and the Agreement, the Agreement shall govern.

Pursuant to the terms and conditions of the Agreement and this Work Order, the Authority and Contractor agree as follows:

1. Services: Contractor will provide the following services (the "Services"):

Task 1: ReLaunch of "Business Express" Plan

Contractor will work with Authority to develop marketing and communications plan to support the launch of the Authority's new "Business Express" for employers and build awareness with small business owners of the Authority's ability to help offer employees more choice. Develop advertising for the program. Coordinate and pursue outreach initiatives with target audiences, including small business employers, insurance brokers, and business organizations.

Estimated time frame: February 2011 – December 2011

Task 2: Creative development/media planning

Contractor will work to develop and refine creative concepts in various formats (television, radio, print, online, transit) according to the media placement strategy and plan.

Contractor will execute on media plan and purchase advertising on behalf of the Authority to maximize resources in reaching target audiences effectively and efficiently

Once the media plan is approved by Authority, Contractor will negotiate placements and purchase media on behalf of the Authority. Contractor will seek to negotiate best available rates, positioning and placements with media outlets in accordance to approved media plan and budget. Contractor will work to maximize relationships with media partners to maximize overall campaign exposure and value. Contractor will manage overall media purchases and billing.

Estimated time frame: January 2011 – December 2011

Task 3: Partnership Development

Contractor will work with Authority to develop and implement marketing partnerships that help to educate the public about the new health care insurance options available through the Connector.

Estimated time frame: January 2011 – December 2011

Task 4: Strategic counsel and issues management

Contractor will help Authority to prepare for and help deal with issues on an as-needed basis.

Provide counsel on an as-needed basis on all communications matters.

Estimated time frame: January 2011 – December 2011

Task 5. Consumer/market research

Thru its subsidiary, KRC Research, the contractor will provide the Authority with consumer research capabilities and reports resulting from that research, as needed.

Estimated time frame: January 2011 – December 2011

2. Location: Contractor will provide the Services at the Authority's premises or such other premises as the Authority and Contractor may deem appropriate.
3. Deliverable(s): Contractor will provide the following deliverables (the "Deliverables").
Advertising materials associated with Business Express and consumer research as needed.
4. Term of Work Order: This Work Order will become effective as of January 15, 2011. Unless otherwise expressly agreed by the Authority in writing, Contractor shall complete the Services and provide the Deliverables described above on or before December 31, 11
5. Payments:

Time and Materials:

- i. Hourly Fee. The Authority shall pay the Contractor \$190.00 per hour for each hour worked by the Contractor and its employees and agents on the Authority's behalf.
- ii. Expenses. The Authority shall reimburse the Contractor for the Contractor's reasonable, actual out-of-pocket expenditures, including but not limited to travel, freight shipping, storyboards, video cassettes DVD-ROMs, CD-ROMs, slides and slide film, printing, postage, messenger, telephone, fax, copy charges and courier services. Any single expense in excess of \$1,000 (each, a "Major Expense") may be billed directly to the Authority by the vendor. In the event direct billing is not commercially possible, The Contractor reserves the right to pre-bill any Major Expense. All syndicated research conducted on the Authority's behalf (e.g., Lexis or Factiva), will be billed to the Authority at the published list price for such research services.

6. Project Personnel:

For Contractor: Tara Murphy
For Authority: Joan Fallon

7. Contractor hereby represents and warrants that, as of the date of this Work Order, all of the representations, warranties and certifications of Contractor set forth in the Agreement are true and correct and Contractor is in compliance with all of Contractor's obligations under the Agreement and each other Work Order between the Authority and Contractor.

Commonwealth Health Insurance Connector Authority

By: 

Name: Joan Fallon

Title: Chief Communication Officer

By: 

Name: Tara Murphy

Title: Senior Vice President